

APPENDIX NO. _____

ACCEPTANCE CERTIFICATE
(Schedule 1)

[Contract No. TB06-004]

The Commonwealth of Virginia, acting by and through _____ the (Agency) hereby accepts for purposes of the Master Lease Agreement dated as of November 1, 2005 (the Agreement) by and between **Banc of America Leasing & Capital, LLC** and the Commonwealth of Virginia, the Equipment/Project described below, evidencing acceptance pursuant to the Agreement. Pursuant to the Agreement, the undersigned Agency hereby certifies that the Equipment/Project described below (i) has been delivered _____ to _____ the _____ Agency and _____ installed _____ at _____ (ii) has been fully and finally accepted by the Agency and (iii) has been found by the Agency to be in good working order. (All capitalized terms in this Appendix have the meanings set forth in the Agreement.)

<u>Quantity</u>	<u>Manufacturer/ Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>	<u>Cost</u>
-----------------	---------------------------------	--------------------	---	-------------

(Agency Head or Designee)

By: _____
(Signature)

(Name - Type or print)

(Title)

Dated: _____

COMMONWEALTH OF VIRGINIA
TREASURY BOARD

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____

APPENDIX NO. _____
DISBURSEMENT AUTHORIZATION CERTIFICATE
(Schedule 2)

[Contract No. TB06-004]

In accordance with the terms of the Master Lease Agreement dated as of November 1, 2005 by and between **Banc of America Leasing & Capital, LLC** and the Commonwealth of Virginia by and through the Treasury Board acting on behalf of the Commonwealth, the Commonwealth hereby submits this Disbursement Authorization Certificate to request a disbursement under the Agreement for certain Equipment/Project shown on Schedule 1 of this Appendix. The Commonwealth represents and warrants for all purposes of this Certificate that:

1. The amount of the disbursement pursuant to this Certificate is \$_____. Such disbursement is to be made on or before _____ (the "Vendor Payment Date").
2. Payment of the disbursement requested hereby is to be made to _____ (the Vendor, the Agency in the case of a reimbursement, or the Escrow Agent in the case of an Escrow Financing) at the following address:

_____ (Tax ID number)
_____ (name)
_____ (tel. no.)
3. Attached hereto is a copy of a completed UCC-1 form or other appropriate financing statement, in proper form for filing, evidencing the Lessor's security interest in the Equipment/Project with respect to the disbursement under this Certificate.
4. Attached hereto are vendor invoices (or proof of payment in the case of a reimbursement, or an Escrow Agreement in the case of an Escrow Financing) substantiating this disbursement authorization.

COMMONWEALTH OF VIRGINIA
TREASURY BOARD

(Agency Head or Designee)

By: _____
(Signature)

(Name - Type or print)

(Title)

Dated: _____

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____

APPENDIX NO. _____

DISBURSEMENT AUTHORIZATION CERTIFICATE
(Schedule 2 Continued)

[Contract No. TB06-004]

5. Lessor hereby certifies that the payment to (the Vendor, the Agency in the case of reimbursement or the Escrow Agent in the case of an Escrow Financing) was made on _____ and payments shall begin to be made to the Lessor on _____ at the following address pursuant to Schedule 4 of this Appendix.

(LESSOR)

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____

APPENDIX NO: _____
AGENCY REPRESENTATION CERTIFICATE
(Schedule 3)

[Contract No. TB06-004]

(the Agency) represents and warrants to the Lessor and the Lessee that:

1. The Agency is a duly organized and validly existing agency of the Commonwealth of Virginia.
2. The Equipment/Project described in this Appendix is of a size, design, capacity and manufacture selected by the Agency and the Agency has selected the Equipment/Project of a design, type and size for the purposes for which the Equipment/Project is intended.
3. The Agency's participation in the Agreement and the performance of the Agency's obligations thereunder have been duly authorized under all laws, regulations and procedures applicable to Agency.
4. The Agency has obtained the consent of all necessary bodies and the Agency has the power to enter into and carry out its obligations under the Agreement.
5. The Agency has complied with all statutory requirements pertaining to the acquisition of the Equipment/Project, including those applicable to capital projects as provided in the *Code of Virginia* and the Appropriation Act.
6. Funds have been specifically provided for lease payments in the Agency's current appropriations for the Equipment/Project and said funds are sufficient to make the payments contemplated under the Agreement through the end of the current biennium.
7. The Agency shall include in its budget proposals for review and consideration by the Commonwealth in each biennium in which this Appendix is in effect, an item for payments required under the Agreement in the ensuing biennium.
8. The Equipment/Project is personal property, has a useful life greater than or equal to the term on an Appendix and will be used for essential governmental purposes.
9. The estimated total costs of the Equipment/Project will not be less than the total principal portion of the lease payments required to be made under this Appendix.
10. In the event that this Appendix contemplates an Escrow Financing, the Equipment/Project has been ordered or is expected to be ordered within six months of the commencement of this Appendix and the Equipment/Project is expected to be delivered and installed, and the Vendor fully paid, within one year from the commencement of this Appendix.
11. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the lease payments under this Appendix, or (ii) that may be used solely to prevent a default in the payment of the lease payments under this Appendix.
12. The Equipment/Project has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the lease payments under this Appendix.
13. To the best of our knowledge, information and belief, the expectations set forth in paragraphs 9 through 12 above are reasonable.

(Agency Head or Designee)

By: _____

(Signature)

(Name - Type or print)

(Title)

Dated: _____

APPENDIX NO: _____

AGENCY REPRESENTATION CERTIFICATE
(Schedule 3 Continued)

[Contract No. TB06-004]

Agency Contact for this lease:

Name: _____

Address: _____

Phone: () _____

Vendor Contact for this lease:

Name: _____

Address: _____

Phone: () _____

Agency Billing Address for lease payment invoices:

Specific billing reference, if any, (i.e. P.O. #, Contract #, RFP #, etc.)

APPENDIX NO. _____

PAYMENT SCHEDULE CERTIFICATE
(Schedule 4)

[Contract No. TB06-004]

Pursuant to the terms of the Agreement, the Commonwealth requests that the lease purchase of the Equipment/Project with respect to this Appendix in the amount of \$_____ be financed over a _____ year period. Based on the Acceptance Date, the Index for this financing is _____. Based on the Index, the interest rate for this financing is _____%.

The initial payment for this financing is \$_____, thereafter, the _____ payment will be \$_____. The schedule of lease payments for the Equipment with respect to this Appendix is as follows:

[See attached Debt Service Schedule]

COMMONWEALTH OF VIRGINIA
TREASURY BOARD

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____